

Exhibit A



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August 13, 2020

VIA CERTIFIED MAIL (RETURN RECEIPT)
(RECEIPT NO. 7018 0040 0000 8022 5214)

Andrew Wilson, CEO
 Electronic Arts, Inc.
 209 Redwood Shores Parkway
 Redwood City, CA 94065

Dear Mr. Wilson:

We represent Kevin Ramirez ("Plaintiff") and all other consumers similarly situated in an action against Electronic Arts, Inc. ("EA" or "Defendant"), arising out of, *inter alia*, Defendant's marketing, sale, and distribution of the video games containing "Loot Boxes," including marketing and sale of the Loot Boxes themselves. This includes the Ultimate Team "Packs" in EA's sports franchise games (FIFA, Madden NFL, NHL and NBA Live) and the Loot Boxes in EA's other games such as Apex Legends' "Apex Packs," Plants vs. Zombies' "Sticker Packs," UFC, and Command & Conquer: Rivals. The claims are detailed in the attached Complaint and incorporated by this reference.

In enacting legislation prohibiting all gambling not expressly permitted, the California legislature explained: "Gambling can become addictive and is not an activity to be promoted or legitimized as entertainment for children and families." Cal. B & P Code § 19801(c). Through the games EA designs, develops, markets, makes available, and offers to consumers, EA engages in illegal gambling and predatory practices enticing consumers, including adults and children, to engage in gambling and similar addictive activities in violation of this and other laws designed to protect consumers and to prohibit such practices. Loot Boxes have all the hallmarks of a Las Vegas-style slot machine, including the psychological aspects to encourage and create addiction – especially among adolescents. Under California law they constitute illegal "slot machines or devices" when played on the device for which EA designs them, such as gaming consoles, mobile phones, tablets, and computers.

Government regulators and psychologists agree Loot Boxes, like the ones in FIFA, Madden NFL, NHL, NBA Live and Apex Legends, operate as gambling devices and create and reinforce addictive behaviors. The Loot Box mechanism is proven to be psychologically effective on adults, and its effects are intensified when used on minors because they are more prone to engage in risk-taking behaviors, more prone to gambling addiction, and less equipped to critically appraise the value proposition of these unlawful, unfair and deceptive schemes.

EA's actions constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices. These practices constitute violations of the Consumers Legal



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Remedies Act ("CLRA"), California Civil Code §§ 1750, *et seq.* Specifically, EA's practices violate California Civil Code §§ 1770(a) under, *inter alia*, the following subdivision:

- (14) Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law.

EA violated the CLRA by *inter alia*, offering to sell and selling Loot Boxes to Plaintiff and the Class Members when in fact these Loot Boxes constitute illegal gambling transactions prohibited by law. EA's practices also violate California Business and Professions Code §§ 17200, *et seq.* and constitute unjust enrichment.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782(c) we hereby demand on behalf of our clients and all others similarly situated that EA immediately correct and rectify these violations by ceasing the unlawful marketing and sale of Loot Boxes available in its video games, ceasing dissemination of false and misleading information as described in the enclosed Complaint, and initiating a corrective advertising campaign to re-educate consumers regarding the truth of the Loot Boxes at issue. In addition, EA must identify all consumers similarly situated or make a reasonable effort to identify other consumers and offer to refund the purchase price to all consumer purchasers of in-game Loot Boxes, plus provide reimbursement for interest, costs, and fees.

In accordance with California Civil Code § 1782(d), if after 30 days from the date of this letter the requirements of Civil Code § 1782(c) have not been met, Plaintiff will amend the Complaint to seek damages, including punitive and statutory damages.

We await your response.

Sincerely,

TIMOTHY G. BLOOD

TGB:jk

Enclosure